rejects this doctrine and holds that precautionary measures, having for their object the protection of the public, must have reference to all classes alike. Decisions on the subject are hopelessly irreconcilable, and seem to be equally divided. The authority in Rhode Island has hitherto been *contra*. *Bishop v. Railroad Co.*, 14 R. I. 314.

NEGLIGENCE—INJURY TO RAILROAD EMPLOYE—LIABILITY OF CONNECTING LINE.—MO., ETC., RY. CO. v. MERRILL, 70 PAC. 358 (KAN.).—A car, delivered by one railway company to another, after having been inspected by agents of the second and allowed to proceed, proved defective, injuring an employee of the second line. *Held*, that the delivering company had been relieved of responsibility.

This decision overrules *Ry. Co. v. Merrill*, 61 Kan. 671. The former decision held that the negligent inspection by the second company did not remove the liability of the first for delivery in a defective condition. The present decision distinguishes between the case at bar and those cited in support of the former decision, in each of which direct responsibility of the defendant company was shown. Here the casual connection is broken. *Fowles v. Briggs*, 116 Mich. 425; *Lellis v. R. Co.*, 124 Mich. 37. The inspection by the second company was a duty enforced by law. *R. R. Co. v. Archbold*, 18 Sup. Ct. 777; *Ry. Co. v. Barber*, 44 Kan. 612. With the control of the delivering company their liability ceased. *Glynn v. R. Co.*, 175 Mass. 510; *Sawyer v. Ry. Co.*, 38 Minn. 103; *Losee v. Clute*, 51 N. Y. 494.

NEGOTIABLE INSTRUMENTS—DEBENTURE PAYABLE TO BEARER—USAGE—HOLDER FOR VALUE.—EDELSTEIN V. SCHULER & CO. (1902) 2 K. B. 144.—Certain debenture bonds, issued by both foreign and domestic companies were stolen and the defendants, stock brokers, in good faith, entered into contracts for their sale. In an action for conversion, it was proved that by mercantile usage the bonds were treated as transferable by delivery. *Held*, that the bonds were negotiable instruments and that when the defendants received them they became holders for value.

This decision is of interest as tending to harmonize the English law on this subject with that of other nations. It has been expressly held that the negotiability of debentures, not being created by the law merchant or by statute, could not be justified by usage. *Crouch v. Credit Foncier of England* (1873), L. R., 8 Q. B. 374. Though considerable doubt has been expressed as to the authority of this case, it has not before been definitely rejected. *Bechuanaland Exploration Co. v. London Bank* (1898), 2 Q. B. 658. Foreign and colonial bonds and scrip have long been recognized as negotiable in England. *Gorgier v. Mieville* (1824), 3 B. & C. 45. In the United States, corporation bonds under seal and possessing the attributes of negotiable instruments are generally regarded as such. *Colson v. Arnot*, 57 N. Y. 253.

PERSONAL INJURIES—CLAIMS—ASSIGNABILITY.—RY. V. GINTHER, 70 S. W. 96 (TEX.).—*Held*, that a cause of action for personal injuries may be assigned.

Texas Rev. St. 1895, art. 3353 a, provides that such cause of action shall survive the death of the injured party and changes the law of Texas laid down in *Stewart v. Ry. Co.*, 62 Tex. 246. Similar statutes have been passed in Iowa and Minnesota. *Vincent v. Ry.*, 69 Ia. 296; *Kent v. Chapel*, 67 Minn. 420. In the great majority of States such causes of action are